



MISSOURI DEPARTMENT OF TRANSPORTATION
QUOTATION GUIDELINES AND DOCUMENTATION
FOR PURCHASES FROM \$3,000 TO \$24,999.99
THIS IS NOT AN ORDER

REQUEST FOR QUOTATION

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: APRIL 28, 2011	QUOTE DUE BY: MAY 11, 2011 1:00 PM LOCAL TIME	F.O.B. REQUIREMENTS: DESTINATION
WORK TO BE COMPLETED AS OUTLINED HEREIN. SERVICES TO BEGIN UPON NOTICE OF AWARD.	QUOTATION #: D7-11-046	BUYER NAME: CATHY BAY PHONE NUMBER: 417-621-6354 FAX NUMBER: 417-629-3226
District Mailing Address: Missouri Department of Transportation – District 7 Attn: Cathy Bay General Services/Procurement 3901 E. 32 nd Street Joplin, MO 64804	Delivery Location: District 7 Main Office Building Located at 3901 East 32 nd Street in Joplin, MO	

DESCRIPTION

ELEVATOR MAINTENANCE SERVICE AGREEMENT

The Missouri Department of Transportation (MoDOT) District 7, is requesting a quotation to provide MoDOT District 7 with complete elevator maintenance services for the vertical transportation equipment located in the main office building located at 3901 East 32nd Street, Joplin, MO.

Please provide a quotation on the attached **"Pricing Page"**.

General Information and Scope of Work Requirements are listed beginning on Page four (4).

The bidder hereby declares understanding, agreement and certifications of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications, and terms and conditions contained herein.

Quotations may be faxed to the attention of Cathy Bay @ fax number 417-629-3226. If you have any questions pertaining to this quotation please contact Cathy Bay @ phone number 417-621-6354 or email address: Cathy.Bay@modot.mo.gov.

All responses to this Request for an Informal Quotation MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown.

CERTIFICATE OF GOOD STANDING

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the Bidder will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected

RsMO 34.040.6 COMPLIANCE

The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The Bidder should ensure they are in good standing with the Missouri Department of Revenue. Prior to award MoDOT staff will check with the Missouri Department of Revenue to ensure compliance with the provisions of RsMO 34.040.6. If necessary a "Certificate of No Tax Due" may be requested of the successful Bidder. If such a certificate is requested, the Bidder's inability to provide this documentation will result in his/her bid being rejected.

Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor must specify the “remit to” company/address in the vendor notes section (above).

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes):		
	Phone #:		
	Fax #:		
	Cellular #:		
Printed Name and Title of Responsible Officer or Employee:	Signature:		
Is your company registered/certified with the State of Missouri as a (please circle):			
MINORITY BUSINESS ENTERPRISE (MBE) ?		YES	NO
WOMEN BUSINESS ENTERPRISE (WBE) ?		YES	NO
Would your company like information on becoming a registered/certified MBE/WBE vendor?		YES	NO

GENERAL INFORMATION

This document constitutes an invitation for competitive quotes for the provision of complete maintenance services for the vertical transportation equipment located at MoDOT District 7 as set forth herein.

Please provide a firm, fixed price per month on the Pricing Sheet, **page seven (7)**. All assessed fees, including traveling fees, are to be included in the monthly price quoted.

Quotations may be faxed to the attention of Cathy Bay @ fax number 417-629-3226 or returned electronically via email to Cathy.Bay@modot.mo.gov.

SCOPE OF WORK

Specific Requirements:

Upon arrival and prior to providing any elevator maintenance services for MoDOT District 7, the contractor shall sign-in with Mendi Allgood or any authorized Facilities personnel at the MoDOT District 7 main office, located at 3901 East 32nd Street, Joplin, MO.

The contractor shall perform all services necessary to maintain the referenced elevator in optimum working order and first class condition for the Missouri Department of Transportation District 7 Main Office. The contractor shall provide all services to the sole satisfaction of the Missouri Department of Transportation (hereinafter referred to as "MoDOT") in accordance with specific requirements stated herein.

The contractor must maintain the elevator listed on the "Pricing Page" in optimum working order and first class operating condition in accordance with the current provisions of ANSI standard A17.1.

The contractor must perform services designed to minimize wear and tear on the elevator equipment and to forestall a breakdown which would put the elevator out-of-service.

The contractor will systematically examine, maintain, adjust and lubricate the equipment described on the "Pricing Page". **In addition, the contractor will repair or replace the following if the repair or replacement is, in the contractor's judgment, necessitated by normal wear and tear:**

HYDRAULIC ELEVATORS

MICROPROCESSOR CONTROL SYSTEM

All control system components. System performance examinations will be conducted to ensure dispatching and motion control systems are operating properly.

POWER UNIT

Pump, motor, valves and all related parts and accessories.

HYDRAULIC SYSTEM ACCESSORIES

Exposed piping, fittings and accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original elevator equipment manufacturer for controlling fluid temperature.

CAR EQUIPMENT

All elevator control system components on the car.

WIRING

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

HOISTWAY AND PIT EQUIPMENT

All elevator control equipment and buffers.

RAILS AND GUIDES

Guide rails, guide shoe gibs, and rollers.

DOOR EQUIPMENT

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during the contractor's systematic examinations.

Unless other specific arrangements are agreed upon by MoDOT District 7, all maintenance services, scheduled repairs, testing, and inspections must be performed during regular MoDOT District 7 work hours (7:30 AM to 4:00 PM), Monday through Friday, excluding holidays.

ANNUAL TESTING, INSPECTIONS, AND REPAIRS

The contractor shall perform all testing, inspections, and repairs as required, to certify that the herein described equipment duly conforms with the standards prescribed in the American Society of Mechanical Engineers, ASME A17.1, Safety Code for Elevators and Escalators, American National Standard Safety Code for Manlifts ANSI A90.1, American National Safety Code for Personnel Hoist ANSI A10.4 latest version adopted and amended by the Elevator Safety Rules and Regulations, RSMo 701.350 through 701.380 and 11CSR 40-5.010 through 40-5.150, and may be operated at said location.

SERVICE REQUESTS (CALL BACKS)

In addition to preventive maintenance, this agreement covers minor adjustment service requests during the normal business work hours of regular work days. Service requests are defined as minor adjustments, corrections or entrapments that require immediate attention and are not caused by reasons beyond the contractor's control.

The contractor must obtain **prior** approval of MoDOT District 7 to perform all services that are not covered under this agreement, which will necessitate the expenditure of additional funds.

PERFORMANCE CLAUSE

MoDOT District 7 shall have the right at any time during the effective period of this agreement to call for a mutually agreeable independent elevator consulting firm to evaluate the contractor's performance within the scope of this agreement.

If it is found that the contractor is not complying with the terms of this agreement, a detailed report shall be submitted to the contractor outlining the specific requirements and a minimum period of sixty (60) days shall be allowed for the contractor to correct the non-compliances within the scope of this agreement.

In the event the contractor fails to correct the noted material items within the allowed time, MoDOT District 7 shall have the right to terminate this agreement by giving the contractor thirty (30) days written notice.

ADDITIONAL REQUIREMENTS

The contractor must ensure that any and all elevator services are performed by and under the supervision of skilled, experienced elevator service technicians directly employed and supervised by the contractor. The contractor shall understand that any personnel performing services pursuant to this elevator maintenance agreement shall be subject to the approval of MoDOT District 7.

The contractor must maintain good housekeeping practices on the elevator. The contractor must keep the elevator pit, machine rooms, and penthouse clean and free of scrap parts, oily rags, combustible materials, and/or accumulation of debris.

INVOICING AND PAYMENT

Invoicing - The contractor shall submit a monthly invoice itemizing services provided to the address listed below. The invoice shall include the elevator maintenance agreement number.

Missouri Department of Transportation
3901 East 32nd Street
Joplin, MO 64804

OTHER AGREEMENT REQUIREMENTS

Agreement Period: The original elevator maintenance agreement period shall commence from date of “notice of award” through June 30, 2012. The Missouri Department of Transportation (MoDOT) District 7 shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event MoDOT District 7 exercises such right, all terms and conditions, requirements and specifications of the contract agreement shall remain the same and apply during the renewal period, pursuant to applicable option clauses of the document.

Cost Determination: The low bid shall be determined by multiplying line item 001 by 12, to get an **annual cost** for the elevator maintenance service agreement per the initial agreement period.

Agreement Award: The contract will be awarded to the lowest responsive bidder determined as specified above.

Award of this bid will be made on an “All Or Nothing” basis using the “lowest and best” principle of award.

Renewal Periods: If the option for renewal is exercised by MoDOT District 7, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract agreement.

If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract agreement period.

MoDOT District 7 does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the agreement at a price less than the maximum percent of increase stated.

Termination: MoDOT District 7 reserves the right to terminate the contract at any time, for the convenience of MoDOT District 7, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by MoDOT District 7 pursuant to the contract agreement prior to the effective date of termination.

PRICING PAGE

The bidder shall provide the following pricing for elevator maintenance services in accordance with the provisions and requirements specified herein.

Maintenance Service for Elevator in MoDOT District 7 Main Office Building - The bidder shall provide a firm, fixed price per month for elevator maintenance services for the elevator listed below.

MoDOT DISTRICT 7 MAIN OFFICE BUILDING					
Elevator Building Location		Manufacturer	Type	Floors Served	Firm, Fixed Price Per Month
Line #1	Elevator #1	Montgomery	Passenger-Hydraulic	2	\$
Annual Cost for Elevator Maintenance Service Agreement					\$

Renewal Option – The bidder must indicate below the maximum allowable percentage of price increase or **guaranteed** minimum percentage of price decrease applicable to the above pricing for the renewal option years. If a percentage is not proposed (i.e. left blank, page not returned, etc.), MoDOT District 7 shall have the right to execute the option at the same price(s) proposed for the original contract agreement period. Statements such as “a percentage of the then-current price” or “consumer price index” are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **original** contract price, not against the previous year’s price. A cumulative calculation shall not be utilized.

Potential Renewal Period	Maximum Increase		Minimum Decrease
First Renewal Period	Original Price + _____%	or	Original Price - _____%
Second Renewal Period	Original Price + _____%	or	Original Price - _____%
Third Renewal Period	Original Price + _____%	or	Original Price - _____%

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BY (signature required): _____

Federal Tax I.D. #: _____ if no Federal Tax I.D. # - list Social Security #: _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted.
- g. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.
- b. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be

in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.

- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder/Offeree upon request if applicable.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Executive Order

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
 - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
 - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
 - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**

- c. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service-disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable.
 - 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.
- d. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

Insurance

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- a. General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- b. Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- c. Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

Required Specifications

- a. All materials, equipment, and/or services bid upon must comply with all provisions outlined in the solicitation documents.

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Delivery – Additional Requirements

- a. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- b. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Prohibition Of Employment Of Unauthorized Aliens:

- a. Pursuant to RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)] A copy of the affidavit referenced above is provided within this document.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/files/programs/gc_1185221678150.shtm